

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

In the Matter of

CERTAIN AUDIO PROCESSING
HARDWARE AND SOFTWARE AND
PRODUCTS CONTAINING SAME

Investigation No. 337-TA-949

**ORDER NO. 39: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE INVESTIGATION WITH RESPECT TO TOSHIBA
CORPORATION AND TOSHIBA AMERICA INFORMATION
SYSTEM, INC.**

(March 18, 2016)

I. INTRODUCTION

On March 15, 2016, Complainant Andrea Electronics, Inc. ("Andrea") and Respondents Toshiba Corp. and Toshiba America Information System, Inc. (collectively "Toshiba") filed a joint motion to terminate Toshiba from the investigation based on a settlement agreement, as well as, a patent technology and license agreement. (Motion Docket No. 949-075) Andrea and Toshiba further request that the unredacted versions of the agreements be disclosed only to Andrea and Toshiba, the Commission, the Administrative Law Judge, and the Staff. Andrea and Toshiba argue that such confidential treatment is appropriate and consistent with Commission precedent, which supports withholding settlement terms of one Respondent from other Respondents, and is further consistent with the public interest which favors settlement.

On March 17, 2016, the Commission Investigative Staff filed a response in support of the motion to terminate. No party opposes the present motion to terminate.

II. STANDARDS OF LAW

Under Commission Rule 210.21(a)(2),

[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement

19 C.F.R. § 210.21(a)(2).

Commission Rule 210.21(b)(1) further specifies that the motion to terminate must include:

(1) copies of the licensing or other settlement agreement; (2) any supplemental agreements; and (3) a statement that there are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of the investigation. 19 C.F.R. § 210.21(b)(1). In addition, the Commission Rule requires that the motion must include a public version of any licensing or other settlement agreement containing confidential business information. *Id.*

Under Commission Rule 210.50(b)(2), I must also consider and make appropriate findings regarding the effect of the proposed termination on the public interest. 19 C.F.R. § 210.50(b)(2).

III. DISCUSSION

A. Compliance with Commission Rules

Andrea and Toshiba filed a confidential version of the motion to terminate that includes a confidential version of the Settlement Agreement and Release and Covenant Agreement (Exhibit A1, hereto) and Stipulation to Dismiss with Prejudice (Exhibit A2, hereto). Additionally, Andrea and Toshiba filed a public version of the motion to terminate that includes redacted versions (*i.e.*, public versions) of the Settlement Agreement and Release and Covenant Agreement (Exhibit B1, hereto) and Stipulation to Dismiss with Prejudice (Exhibit B2, hereto). Andrea and Toshiba state that “there are no other agreements, written or oral, express or implied, between Andrea and Toshiba concerning the subject matter of this Investigation.” (*See Motion* at 3.) Accordingly, I find that the requirements of Commission Rule 210.21(b)(1) have been met.

B. Public Interest

With respect to the public interest, Andrea and Toshiba argue that the termination of the investigation as to Toshiba will not adversely affect the public interest and “will not affect public health and welfare, competitive conditions of the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers.” (*Motion* at 4.) The Staff also argues that there are no public interest concerns weighing against termination of the investigation with respect to Toshiba. (Staff Response at 3-4.)

I have reviewed the pleadings filed in connection with the present motion to terminate and do not find any information indicating that termination of this investigation on the basis of the Settlement Agreement is contrary to the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, or U.S. consumers. To the contrary, I find that termination of Toshiba is in the public interest and will conserve public and private resources. *See, e.g., Certain Consumer Elecs., Including Mobile Phones and Tablets*, Inv. No. 337-TA-839, Order No. 35, 2013 WL 453756, *2 (Feb. 4, 2013) (“[T]ermination of litigation under these circumstances as an alternative method of dispute resolution is generally in the public interest and will conserve public and private resources.”).

C. Request for Restricted Distribution of the Unredacted Versions of the Settlement Agreement and Patent Technology and License Agreement

Andrea and Toshiba request that the unredacted confidential versions of the Settlement Agreement and Patent License Agreement be disclosed only to Andrea and Toshiba, the Commission, the Administrative Law Judge, and the Staff. I find Andrea and Toshiba’s request is appropriate under the circumstances and is consistent with Commission precedent. *See Certain Machine Vision Software, Machine Vision Systems, and Products Containing the Same*, Inv. No. 337-TA-680, Order No. 17 (Initial Determination), 2009 WL 3535542 (Oct. 26, 2009) (holding that

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counsel for non-settling respondents were not entitled to receive unreacted financial terms of settlement); *Certain Semiconductor Chips and Products Containing the Same*, Inv. No 337-TA-753, Order No. 26, 2011 ITC LEXIS 1004, (June 20, 2011); *Certain Dynamic Random Access Memory Semiconductors and Products Containing Same, Including Memory Modules*, Inv. 337-TA-707, Order No. 10, 2010 ITC LEXIS 1125, (June 29, 2010); *Certain Automotive Multimedia Display and Navigation Systems*, Inv. No. 337- TA-657, Order No. 27, 2009 ITC LEXIS 1044, (June 23, 2009).

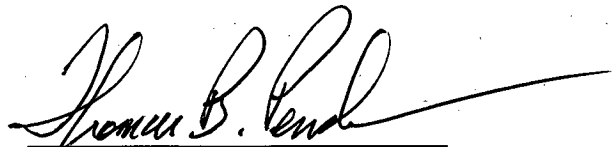
IV. CONCLUSION

Accordingly, for the reasons above, it is my Initial Determination to GRANT the joint motion to terminate (Motion Docket No. 949-075). Accordingly, Toshiba is hereby terminated from this investigation.

Further, Andrea and Toshiba's request for restricted distribution of the unredacted confidential versions of the Settlement Agreement and Patent License Agreement is GRANTED.

This Initial Determination, along with any supporting documentation, is hereby certified to the Commission. Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

SO ORDERED.

A handwritten signature in black ink, appearing to read "Thomas B. Pender", written over a horizontal line.

Thomas B. Pender
Administrative Law Judge

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EXHIBIT A1

(Redacted)

EXHIBIT A2
(Redacted)

EXHIBIT B1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is effective as of the latest date set out on the signature page hereof (the "Effective Date") between **Andrea Electronics Corporation**, a New York corporation having a place of business at 620 Johnson Ave., Suite 1B, Bohemia, New York 11716, United States ("Andrea"), and **Toshiba Corporation**, a Japanese corporation having a place of business at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, Japan ("TOSHIBA"). (Andrea and TOSHIBA may each be referred to as a "Party" or collectively be referred to as the "Parties.")

RECITALS

WHEREAS, Andrea has filed an action against TOSHIBA and Toshiba America Information Systems, Inc. ("TAIS") for alleged infringement of the Asserted Patents (defined below) in two separate actions, which are presently captioned *Andrea Electronics Corporation v. Toshiba Corporation, et al.*, Civ. Action No. 2:14-cv-04492, and *Andrea Electronics Corporation v. Toshiba Corporation, et al.*, Civ. Action No. 2:15-cv-00211, both pending in the United States District Court for the Eastern District of New York (the "New York Cases");

WHEREAS, Andrea also has brought a proceeding under Section 337 of the Tariff Act of 1930 against TOSHIBA and TAIS for alleged infringement of the Asserted Patents at the United States International Trade Commission ("ITC") captioned *Certain Audio Processing Hardware and Software and Products Containing the Same*, Inv. No. 337-TA-949 (the "ITC Investigation" and, collectively with the New York Cases, the "Litigations");

WHEREAS, TOSHIBA and TAIS deny any and all liability in the Litigations; and

WHEREAS, the Parties now wish to resolve and settle the Litigations and enter into this Agreement and the Release and Covenant Agreement to provide for a full, final, complete, and global settlement of the Litigations and for certain releases and covenants not to sue, all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Andrea and TOSHIBA, intending to be legally bound, agree as follows:

AGREEMENT

SECTION 1 DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement the following terms shall have the following meanings, which shall include both singular and plural forms in context.

1.1. "Asserted Patents" means all patents asserted by Andrea in the Litigations, namely, the following U.S. Patents: 5,825,898; 6,049,607; 6,363,345; 6,483,923; and 6,377,637.

1.2. "Control" (including its correlative meanings, "Controlled" and "Controlling") means the direct or indirect ownership or possession of the power to control through the ownership or possession of voting securities, by contract or otherwise, of (a) more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors or other managing authority in the case of corporate entities or (b) in the case of non-corporate entities, more than fifty percent (50%) of the equity interest with the power to direct management policies or with the contractual power (directly or indirectly) to designate more than fifty percent (50%) of the directors or individuals exercising similar function thereto, or (c) if the maximum percentage of such stock, share, or interest that foreign investor may own is fifty percent (50%) or less, the maximum percentage that may legally be owned, under local law or regulation, by a foreign investor.

1.3. "Entity" means a natural person, corporation, association, joint venture, partnership, company, limited liability company, or other legal entity recognized in any jurisdiction in the world.

1.4. "Release and Covenant Agreement" shall mean the Release and Covenant Agreement between Andrea Electronics Corporation and Toshiba Corporation, attached as Exhibit A.

1.5. "Subsidiary" or "Subsidiaries" shall mean any Entity directly or indirectly Controlled by a Party, as of the Effective Date.

SECTION 2 DISMISSALS

2.1. ITC Investigation. Subject to the terms and conditions contained in this Agreement, Andrea, TOSHIBA, and TAIS shall file a joint motion, substantially in the form set forth in Exhibit B, to terminate the ITC Investigation within two (2) court days of the Effective Date.

2.2. New York Cases. Subject to the terms and conditions contained in this Agreement and the Release and Covenant Agreement, within two (2) court days of the receipt of the Payment by Andrea as set forth in Section 4.1 of the Release and Covenant Agreement, Andrea, TOSHIBA, and TAIS shall file stipulations of dismissal, substantially in the form set forth in Exhibit C, with prejudice regarding all claims asserted against each other in the New York Cases.

SECTION 3 RELEASES

3.1. Release by Andrea. Subject to and contingent upon performance and satisfaction of the obligations set forth in this Agreement and the Release and Covenant

Agreement, including TOSHIBA's obligation to pay Andrea the Payment on or before the Payment due date pursuant to Section 4.1 of the Release and Covenant Agreement, Andrea, on behalf of itself and its Subsidiaries, hereby fully, forever, and irrevocably releases, acquits, and discharges TOSHIBA, its Subsidiaries, and their respective officers, directors, managers, members, employees, agents, partners, experts, and consultants from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorney's fees, actions, and causes of action (of any kind, manner, nature, and description, known or unknown) related to or arising out of the Asserted Patents that have been brought or could have been brought, regardless of forum, including all claims, defenses, and counterclaims in the Litigations, by Andrea or its Subsidiaries before, by, or, on the Effective Date with respect to any Toshiba Products (as defined in Section 1.9 of the Release and Covenant Agreement) sold, offered for sale, made, had made, used, imported, or otherwise transferred by or for TOSHIBA or its Subsidiaries before the Effective Date, except with respect to the obligations created by or arising out of this Agreement. The release provided for in this Section 3.1 shall extend to third parties (including, without limitation, any direct or indirect customers, end-users, suppliers, vendors, assemblers, manufacturers, original design manufacturers, original equipment manufacturers, developers, distributors, retailers, dealers, and resellers of TOSHIBA and/or its Subsidiaries), but only to the extent that any claim related to the Asserted Patents is based on the manufacture, use, sale, offer for sale, importation, or other disposition of Toshiba Products on or before the Effective Date.

3.2. Release by TOSHIBA. Subject to and contingent upon performance and satisfaction of the obligations set forth in the Release and Covenant Agreement and this Agreement, including Andrea's dismissal of the Litigations, TOSHIBA, on behalf of itself and its Subsidiaries, hereby fully, forever, and irrevocably releases, acquits, and discharges Andrea, its Subsidiaries, and their respective officers, directors, managers, members, employees, agents, partners, experts, and consultants from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorney's fees, actions, and causes of actions (of any kind, manner, nature, and description, known or unknown) related to or arising out of the Asserted Patents that have been brought or could have been brought by TOSHIBA or its Subsidiaries, including all claims, defenses and counterclaims in the Litigations, with respect to the Toshiba Products sold, offered for sale, made, had made, used, imported, or otherwise transferred by or for TOSHIBA or its Subsidiaries before the Effective Date, except with respect to the obligations created by or arising out of this Agreement.

3.3. No liability. The Parties acknowledge and agree that the releases provided in Section 3.1 and 3.2 above are intended solely as a compromise between the Parties and without any acknowledgment of liability, fault, or damages.

3.4. No Costs. The Parties acknowledge and agree that each Party shall bear its own attorneys' fees, court costs, expenses, and any other related costs and expenses that they and/or their Subsidiaries have incurred in connection with any and all claims previously filed against each other.

SECTION 4 GOVERNING LAW AND JURISDICTION

4.1. Governing Law. The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of New York, without regard to its conflict of laws principles.

4.2. Jurisdiction. The Parties hereby submit to, and waive any venue objections against, the sole and exclusive jurisdiction of the New York State courts located within New York's First Department and/or the New York federal courts located in the Southern or Eastern Districts.

SECTION 5 NOTICE

5.1. Written Notices. Any notices under this Agreement shall be in writing and delivered by electronic mail, overnight express mail, or express courier service to such Party at the address given below, or such other address as provided by a Party by written notice in accordance with this Section, and shall be effective upon receipt. Notwithstanding the foregoing, notices and other communications sent by electronic mail shall be effective upon the sender's receipt of an acknowledgement from the intended recipient. This Section 5.1 in no way constitutes waiver of service of process in any litigation between the Parties.

For Andrea: Andrea Electronics Corporation
620 Johnson Ave., Suite 1B
Bohemia, New York 11716

With a copy to:

Goutam Patnaik
Pepper Hamilton LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005-2004
patnaikg@pepperlaw.com

For Toshiba: Douglas Stewart
Bracewell LLP
701 5th Avenue, Suite 6200
Seattle, Washington 98104-7018
Email: doug.stewart@bracewelllaw.com

General Manager
Intellectual Property Division
Personal & Client Solutions Company
Toshiba Corporation
6-15, Toyosu 5-Chome, Koto-ku
Tokyo 135-8502, Japan

SECTION 6

WARRANTIES; COVENANTS; LIMITATION OF LIABILITY

6.1 Limited Warranty. Andrea represents and warrants that it is a corporation in good standing under the laws of the State of New York; that it has the authority to enter into this Agreement; and that this Agreement is valid and binding and enforceable on Andrea in accordance with the Agreement's terms and conditions. Andrea further represents and warrants that it owns the Asserted Patents and has the right to grant the releases and covenants herein. TOSHIBA represents and warrants that it has the authority to enter into this Agreement; and that this Agreement is valid and binding and enforceable on TOSHIBA in accordance with the Agreement's terms and conditions. Notwithstanding anything in this Agreement to the contrary, upon timely Notice of a breach by Andrea of this Section 6.1, and thirty (30) calendar days to cure such breach, TOSHIBA may rescind this Agreement in its entirety and receive refund of the Payment provided under Section 4.1 of the Release and Covenant Agreement. Upon refund of the Payment, this Agreement and the Release and Covenant Agreement are null and void in their entirety, including all prior rights, covenants, and releases herein and therein.

SECTION 7

CONFIDENTIALITY

7.1 Duty to Maintain Confidentiality. Either Party may publicly disclose this Agreement, except that the Release and Covenant Agreement (**Exhibit A**) may only be disclosed in accordance with the Section 10 of the Release and Covenant Agreement.

SECTION 8

MISCELLANEOUS

8.1. Counterparts. This Agreement may be executed in counterparts in the English language and each executed document shall be deemed an original thereof.

8.2. Entire Agreement; Construction. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto.

8.3. Modification. No variation or modification of the terms of this Agreement or any waiver of any of the terms or provisions hereof shall be valid unless in writing and signed by an authorized representative of each of the Parties.

8.4. Severability; Interpretation. This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein, and instead had been included in such manner as to lawfully effectuate the intent of such term or provision. The Parties acknowledge that each Party was represented by legal counsel in connection with this Agreement and that each of them and its counsel have reviewed this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any applicable amendments or any exhibits.

8.5. Remedies. In the event of a breach of this Agreement, in addition to the right to enforce its rights under this Agreement, each Party shall retain any and all rights and/or remedies, at law or in equity.

8.6. Waiver. Failure by either Party to enforce any rights under this Agreement for any length of time shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

8.7. No Admission. The Parties agree that this Agreement and anything contained herein shall not constitute an admission by TOSHIBA, TAIS, or their respective Subsidiaries of infringement, validity, or enforceability of any of the Asserted Patents.

8.8. No Costs. The Parties agree that they shall bear their own costs and attorneys' fees relating to or arising from the negotiation and performance of this Agreement.

8.9. No Other Obligations. Neither Party shall have any other responsibilities or obligations in connection with actions to enforce, maintain, or defend the Asserted Patents.

8.10. Term. Unless earlier terminated under Sections 5.2 or 5.3 of the Release and Covenant Agreement, the rights granted under this Agreement shall commence upon the Effective Date and shall expire upon the expiration of the last-to-expire of the Asserted Patents (the "Term")

8.11. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and permitted successors and assigns. Notwithstanding the preceding, it is understood that no assignment will release either Party or their Subsidiaries from any of their obligations hereunder.

Execution Version

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers effective on the Effective Date.

Andrea Electronics Corporation

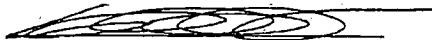
By: 

Name: Douglas Andrea

Title: CEO

Date: March 15, 2016

Toshiba Corporation

By: 

Name: Kiyofumi Kakudo

Title: President and CEO of Personal & Client Solutions Company

Date: March 15, 2016

Exhibit A

RELEASE AND COVENANT AGREEMENT

This Release and Covenant Agreement ("Agreement") is effective as of the latest date set out on the signature page hereof (the "Effective Date") between **Andrea Electronics Corporation**, a New York corporation having a place of business at 620 Johnson Ave., Suite 1B, Bohemia, New York 11716, United States ("Andrea"), and **Toshiba Corporation**, a Japanese corporation having a place of business at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, Japan ("TOSHIBA"). (Andrea and TOSHIBA may each be referred to as a "Party" or collectively be referred to as the "Parties.")

RECITALS

WHEREAS, Andrea has filed an action against TOSHIBA and Toshiba America Information Systems, Inc. ("TAIS") for alleged infringement of the Asserted Patents (defined below) in two separate actions, which are presently captioned *Andrea Electronics Corporation v. Toshiba Corporation, et al.*, Civ. Action No. 2:14-cv-04492, and *Andrea Electronics Corporation v. Toshiba Corporation, et al.*, Civ. Action No. 2:15-cv-00211, both pending in the United States District Court for the Eastern District of New York (the "New York Cases");

WHEREAS, Andrea also has brought a proceeding under Section 337 of the Tariff Act of 1930 against TOSHIBA and TAIS for alleged infringement of the Asserted Patents at the United States International Trade Commission ("ITC") captioned *Certain Audio Processing Hardware and Software and Products Containing the Same*, Inv. No. 337-TA-949 (the "ITC Investigation" and, collectively with the New York Cases, the "Litigations");

WHEREAS, TOSHIBA and TAIS deny any and all liability in the Litigations; and

WHEREAS, the Parties now wish to resolve and settle the Litigations and enter into this Agreement and the Settlement Agreement (defined below) to provide for a full, final, complete, and global settlement of the Litigations and for certain releases and covenants not to sue, all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Andrea and TOSHIBA, intending to be legally bound, agree as follows:

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AGREEMENT

SECTION 1 DEFINITIONS

In addition to the terms defined above and elsewhere in this Agreement, as used in this Agreement the following terms shall have the following meanings, which shall include both singular and plural forms in context.

1.1. "Affiliate" or "Affiliates" means any person, individual, corporation, company, joint venture, association, partnership, firm, or other entity anywhere in the world, including parent companies and majority owned Subsidiaries, now or hereafter acquired or formed, that directly or indirectly Controls, is Controlled by, or is under common Control (as those terms are defined below) with a Party, as well as all predecessors and successors of such entities. Any entity that ceases to meet this definition of Affiliate during the Term (as defined below) of the Agreement shall no longer be considered an Affiliate. For the avoidance of doubt, Affiliates of TOSHIBA shall include, without limitation, TAIS and Toshiba America, Inc. Further, both Parties understand and agree that Toshiba Client Solutions Co., Ltd., which will be established as of April 1, 2016, is deemed an Affiliate of TOSHIBA.



1.3. "Asserted Patents" means all patents asserted by Andrea in the Litigations, namely, the following U.S. Patents: 5,825,898; 6,049,607; 6,363,345; 6,483,923; and 6,377,637.

1.4. "Change of Control" will be deemed to have occurred as to a Party upon the earliest to occur of any of the following events, each of which will be determined independently of the others: (a) through a single transaction, or series of related transactions, where such Party is subject to a merger, acquisition, consolidation, or other form of business combination through which a third-party obtains Control (as defined below) of the Party; or (b) as to Affiliates of a Party, a sale of all or substantially all of the assets or stock or business of the Affiliate of a Party to a third-party outside the Control of the Party.

1.5. "Control" (including its correlative meanings, "Controlled" and "Controlling") means the direct or indirect ownership or possession of the power to control through the ownership or possession of voting securities, by contract or otherwise, of (a) more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors or other managing authority in the case of corporate entities or (b) in the case of non-corporate entities, more than fifty percent (50%) of the equity interest with the power to direct management policies or with the contractual power (directly or indirectly) to designate more than fifty percent (50%) of the directors or individuals exercising similar function thereto, or (c) if the maximum percentage of such stock, share, or interest that foreign investor may own is fifty percent (50%) or less, the maximum percentage that may legally be owned, under local law or regulation, by a foreign investor.

1.6. "Entity" means a natural person, corporation, association, joint venture, partnership, company, limited liability company, or other legal entity recognized in any jurisdiction in the world.

1.7. "Settlement Agreement" means the Settlement Agreement between Andrea and TOSHIBA effective as of the latest date set out on the signature page thereof.

1.8. "Subsidiary" or "Subsidiaries" shall mean any Entity directly or indirectly Controlled by a Party, as of the Effective Date.



SECTION 2 DISMISSALS

2.1. ITC Investigation. Subject to the terms and conditions contained in this Agreement and the Settlement Agreement, Andrea, TOSHIBA, and TAIS shall file a joint motion, substantially in the form set forth in Exhibit B to the Settlement Agreement, to terminate the ITC Investigation within two (2) court days of the Effective Date.

2.2. New York Cases. Subject to the terms and conditions contained in this Agreement and the Settlement Agreement, within two (2) court days of the receipt of the Payment by Andrea as set forth in Section 4.1 of this Agreement, Andrea, TOSHIBA, and TAIS shall file stipulations of dismissal, substantially in the form set forth in Exhibit

C to the Settlement Agreement, with prejudice regarding all claims asserted against each other in the New York Cases.

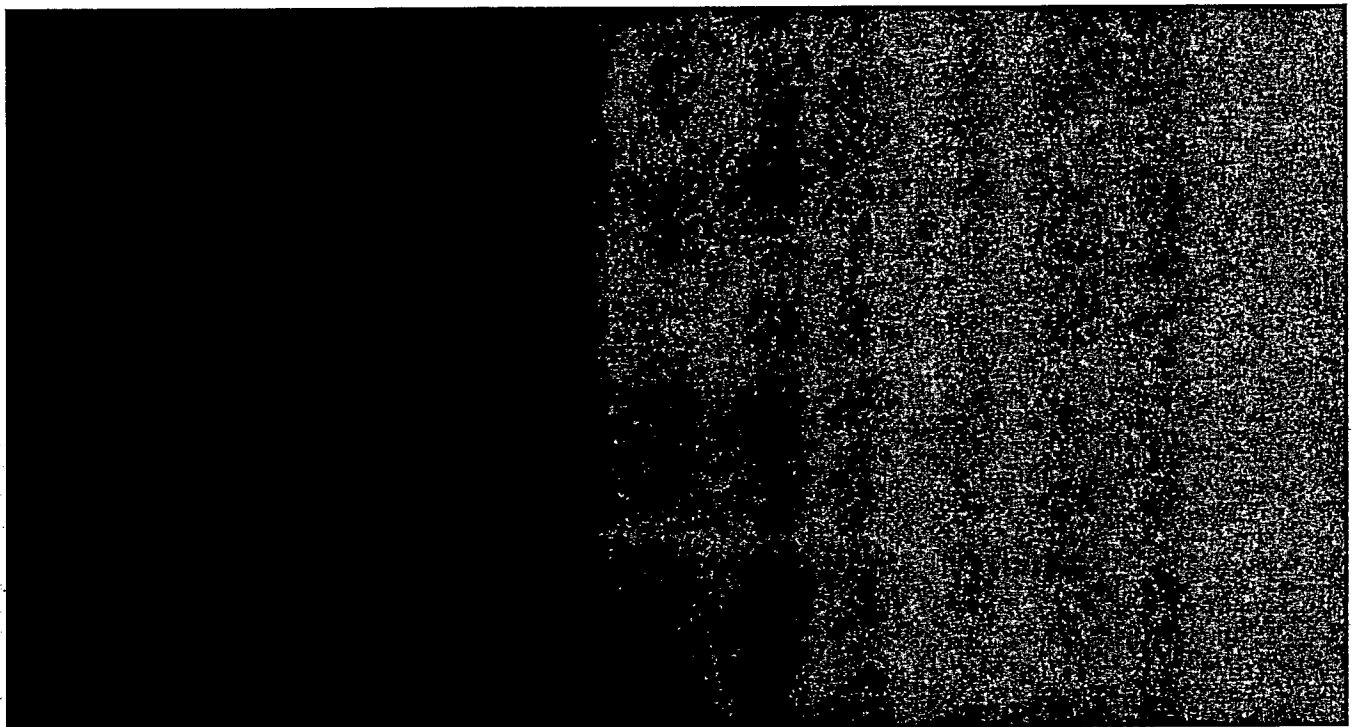
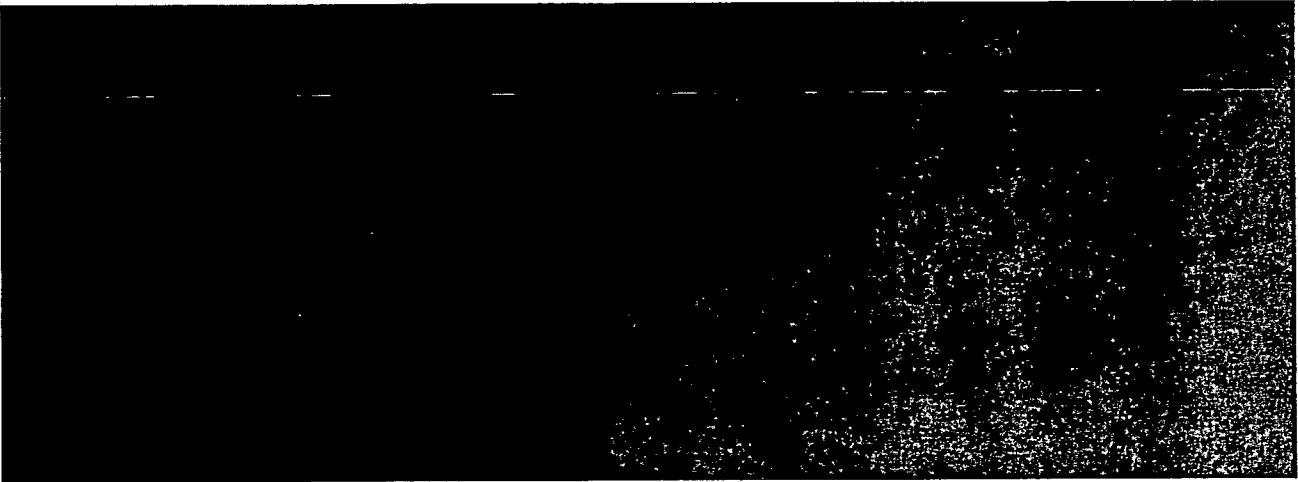
SECTION 3 RELEASES AND COVENANTS

3.1. Release by Andrea. Subject to and contingent upon performance and satisfaction of the obligations set forth in the Settlement Agreement and this Agreement, including TOSHIBA's obligation to pay Andrea the Payment on or before the Payment due date pursuant to Section 4.1 of this Agreement, Andrea, on behalf of itself and its Subsidiaries, hereby fully, forever, and irrevocably releases, acquits, and discharges TOSHIBA, its Affiliates, and their respective officers, directors, managers, members, employees, agents, partners, experts, and consultants from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorney's fees, actions, and causes of action (of any kind, manner, nature, and description, known or unknown) related to or arising out of the Andrea Patents that have been brought or could have been brought, regardless of forum, including all claims, defenses, and counterclaims in the Litigations, by Andrea or its Subsidiaries before, by, or, on the Effective Date with respect to any Toshiba Products sold, offered for sale, made, had made, used, imported, or otherwise transferred by or for TOSHIBA or its Affiliates before the Effective Date, except with respect to the obligations created by or arising out of this Agreement. The release provided for in this Section 3.1 shall extend to third parties (including, without limitation, any direct or indirect customers, end-users, suppliers, vendors, assemblers, manufacturers, ODMs, OEMs, developers, distributors, retailers, dealers, and resellers of TOSHIBA and/or its Affiliates), but only to the extent that any claim related to the Andrea Patents is based on the manufacture, use, sale, offer for sale, importation, or other disposition of Toshiba Products on or before the Effective Date.

3.2. Release by TOSHIBA. Subject to and contingent upon performance and satisfaction of the obligations set forth in this Agreement and the Settlement Agreement, including Andrea's dismissal of the Litigations, TOSHIBA, on behalf of itself and its Subsidiaries, and their respective legal successors, heirs, and assigns, hereby fully, forever, and irrevocably releases, acquits, and discharges Andrea, its Affiliates, and their respective officers, directors, managers, members, employees, agents, partners, experts, and consultants from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorney's fees, actions, and causes of action (of any kind, manner, nature, and description, known or unknown) related to or arising out of the Andrea Patents that have been brought or could have been brought by TOSHIBA or its Subsidiaries, including all claims, defenses and counterclaims in the Litigations, with respect to Toshiba Products sold, offered for sale, made, had made, used, imported, or otherwise transferred by or for TOSHIBA or its Subsidiaries before the Effective Date, except with respect to the obligations created by or arising out of this Agreement.

3.3. No liability. The Parties acknowledge and agree that the releases provided in Sections 3.1 and 3.2 above are intended solely as a compromise between the Parties and without any acknowledgment of liability, fault, or damages.

3.4. No Costs. The Parties acknowledge and agree that each Party shall bear its own attorneys' fees, court costs, expenses, and any other related costs and expenses that they and/or their Affiliates have incurred in connection with any and all claims previously filed against each other.



3.7. No Implied Rights. Except as expressly set forth in this Agreement, no other rights, licenses, covenants, or releases under the Asserted Patents or Andrea Patents are granted by implication, estoppel, or otherwise.

SECTION 4 PAYMENT

4.1. Payment. TOSHIBA will pay to Andrea, [REDACTED]

Wiring Instructions:



4.2. Taxes. All taxes and/or levies imposed as a direct result of this Agreement or the performance of the Parties hereunder shall be borne and paid by the Party required to do so by applicable law. The Parties recognize and acknowledge that applicable income taxes, which shall be borne by Andrea, to be imposed on any amount paid to Andrea under this Agreement, including the Payment specified in Section 4.1 above, shall be required to be withheld by the Japanese tax authority unless the appropriate tax forms and other documentation necessary to avoid such withholding under the tax convention between the United States and Japan and the Japanese tax laws and regulations ("Necessary Documents") are submitted to the competent Japanese tax authority through TOSHIBA prior to such payment. Andrea agrees to fully assist and cooperate with TOSHIBA and to complete and provide such Necessary Documents with respect to Andrea, including US IRS Residency Certificates requested by such competent Japanese tax authority, in a timely manner. If Andrea cannot provide such Necessary Documents, in a form acceptable to the Japanese tax authority, to TOSHIBA at least ten (10) calendar days prior to TOSHIBA's anticipated payment date, which will be communicated to Andrea by TOSHIBA's counsel once that date is determined according to TOSHIBA's internal processes, then TOSHIBA will deduct such withholding taxes from the amount payable to Andrea, pay such taxes to the competent Japanese tax authority on behalf of Andrea, and provide Andrea with a receipt therefor so that Andrea can claim an applicable U.S. tax credit with the same. TOSHIBA agrees to cooperate with Andrea to take all reasonable efforts necessary to avoid withholding,

including, without limitation, submitting the Necessary Documents to the Japanese tax authority in a timely manner.

SECTION 5 TERM, TERMINATION, AND REVOCATION

5.1. Term. Unless earlier terminated under Sections 5.2 or 5.3 below, the rights granted under this Agreement shall commence upon the Effective Date and shall expire upon the expiration of the last-to-expire of the Asserted Patents (the "Term").

5.2. Termination due to Bankruptcy. Andrea shall have the right to terminate the covenant not sue contained in Section 3.5 immediately upon written notice solely in the event that TOSHIBA files a petition requesting liquidation or dissolution of TOSHIBA in any form, under the laws of the United States or any other bankruptcy or insolvency law, or the making by TOSHIBA of any assignment of this Agreement for the benefit of its creditors. Valid and proper termination under this Section 5.2 shall not entitle TOSHIBA to a refund or return of any portion of the Payment.

5.3. Termination of Agreement Due to Challenge of Asserted Patent. Should TOSHIBA or its Affiliates breach Section 3.6, Andrea may, at its sole and absolute discretion, terminate any or all of rights conferred by this Agreement, *provided, however*, that this Section 5.3 shall not apply to the extent any challenge to an Asserted Patent is predicated on Andrea's breach of Section 3.5. Valid and proper termination under this Section 5.3 shall not entitle TOSHIBA to a refund or return of any portion of the Payment.

5.4. Effect of Termination. Sections 1 (and such other defined terms set forth in this Agreement), 4, 5, 6, 7, 9.3, 10, and 11 shall survive termination of this Agreement indefinitely. No valid and proper termination of this Agreement, whether for or without cause and whether contemplated by Sections 5.2 and 5.3 or otherwise, shall entitle TOSHIBA to a refund or return of any portion of the Payment unless the termination is related to a breach or failure of the warranty provided by Andrea in Section 9.1 below.

SECTION 6 ASSIGNABILITY



6.2 Newly Acquired Entities of Toshiba. The rights, releases, and covenants granted to TOSHIBA in this Agreement do not extend to any third-party Entity, or products, services, solutions, software, or systems of that Entity, that comes under the Control of TOSHIBA or its Affiliates after the Effective Date. For sake of clarity, this Section 6.2 does not apply to any department, division, or business line of TOSHIBA or its Affiliates that is spun off or otherwise divested into a new or existing Entity so long as that new or existing Entity is or remains within TOSHIBA's Control.

6.3 Assignment by Andrea. Andrea may assign the Andrea Patents and the rights contained in this Agreement, either expressly or through operation of law, including through a Change of Control, without the express prior consent of TOSHIBA, *provided, however*, that the releases and covenants contained in this Agreement encumber and run with the Andrea Patents. Andrea shall impose all of the obligations owed by Andrea and/or its Affiliates under this Agreement on any successor or assignee of Andrea in ownership or control of any of the Andrea Patents, including for any previously existing assignment obligations or security agreements, whether in whole or in part, whether executed or unexecuted.

6.4 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and permitted successors and assigns. Notwithstanding the preceding, it is understood that no assignment will release either Party or their Subsidiaries or Affiliates from any of their obligations hereunder.

SECTION 7 GOVERNING LAW AND JURISDICTION

7.1. Governing Law. The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with, the substantive laws of the State of New York, without regard to its conflict of laws principles.

7.2. Jurisdiction. The Parties hereby submit to, and waive any venue objections against, the sole and exclusive jurisdiction of the New York State courts located within New York's First Department and/or the New York federal courts located in the Southern or Eastern Districts.

SECTION 8 NOTICE

8.1. Written Notices. Any notices under this Agreement shall be in writing and delivered by electronic mail, overnight express mail, or express courier service to such Party at the address given below, or such other address as provided by a Party by written notice in accordance with this Section, and shall be effective upon receipt. Notwithstanding the foregoing, notices and other communications sent by electronic mail shall be effective upon the sender's receipt of an acknowledgement from the

intended recipient. This Section 8.1 in no way constitutes waiver of service of process in any litigation between the Parties.

For Andrea: Andrea Electronics Corporation
620 Johnson Ave., Suite 1B
Bohemia, New York 11716

With a copy to:

Goutam Patnaik
Pepper Hamilton LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005-2004
patnaikg@pepperlaw.com

For Toshiba: Douglas Stewart
Bracewell LLP
701 5th Avenue, Suite 6200
Seattle, Washington 98104-7018
Email: doug.stewart@bracewelllaw.com

General Manager
Intellectual Property Division
Personal & Client Solutions Company
Toshiba Corporation
6-15, Toyosu 5-Chome, Koto-ku
Tokyo 135-8502, Japan

SECTION 9 WARRANTIES; COVENANTS; LIMITATION OF LIABILITY

9.1. Limited Warranty. Andrea represents and warrants that it is a corporation in good standing under the laws of the State of New York; that it has the authority to enter into this Agreement; and that this Agreement is valid and binding and enforceable on Andrea in accordance with the Agreement's terms and conditions. Andrea further represents and warrants that it owns the Andrea Patents and has the right to grant the releases and covenants herein. TOSHIBA represents and warrants that it has the authority to enter into this Agreement; and that this Agreement is valid and binding and enforceable on TOSHIBA in accordance with the Agreement's terms and conditions. Notwithstanding anything in this Agreement to the contrary, upon timely Notice of a breach by Andrea of this Section 9.1, and thirty (30) calendar days to cure such breach, TOSHIBA may rescind this Agreement in its entirety and receive refund of the Payment provided under Section 4.1 of this Agreement. Upon refund of the Payment, this Agreement is null and void in its entirety, including all prior rights, covenants, and releases herein.

9.2. NO OTHER WARRANTY. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, THE ASSERTED PATENTS ARE PROVIDED AS-IS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY, EXPRESS OR IMPLIED, OR REPRESENTATION BY ANDREA AS TO THE VALIDITY OR SCOPE OF ANY ASSERTED PATENT; A WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD, OR OTHERWISE DISPOSED OF UNDER ANY RIGHTS GRANTED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE TOSHIBA PRODUCTS, IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PERSONS; A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; A REQUIREMENT THAT EITHER PARTY SHALL FILE ANY PATENT APPLICATION, SECURE ANY PATENT, OR MAINTAIN ANY PATENT IN FORCE; AN OBLIGATION TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT OF ANY PATENT; AN OBLIGATION TO FURNISH ANY MANUFACTURING OR TECHNICAL INFORMATION, OR ANY INFORMATION CONCERNING PENDING PATENT APPLICATIONS; CONFERRING A RIGHT TO USE IN ADVERTISING, PUBLICITY, OR OTHERWISE ANY TRADEMARK OR TRADE NAME OF THE PARTY FROM WHICH THE RIGHTS ARE RECEIVED UNDER THIS AGREEMENT; OR GRANTING BY IMPLICATION, ESTOPPEL, OR OTHERWISE ANY RIGHTS OR COVENANTS UNDER PATENTS OTHER THAN THE ASSERTED PATENTS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, ANDREA EXPRESSLY DISCLAIMS AND TOSHIBA ACCEPTS SUCH DISCLAIMER OF ANY WARRANTY DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE OF THIS AGREEMENT OR BY OPERATION OF LAW.

9.3. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO A PARTY'S BUSINESS REPUTATION HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, INFRINGEMENT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SECTION 10 CONFIDENTIALITY

10.1. Duty to Maintain Confidentiality. Either Party may publicly disclose the existence of this Agreement, *provided, however,* that the terms and conditions of this Agreement shall be confidential and shall not be disclosed to any person or entity not a Party to this Agreement, except Affiliates, attorneys, accountants, and investors who are bound by confidentiality provisions, unless express prior written consent is obtained from the other Party, or unless any competent court, regulatory authority, or governmental agency orders and/or requires such disclosure, *provided, however,* that in the event that such disclosure is required, the applicable Party who needs to disclose will use good faith

efforts to maintain the confidentiality of any terms and/or conditions of this Agreement which are not so required to be disclosed. TOSHIBA may disclose the relevant portions of this Agreement to its customers, suppliers, and/or distributors to the extent necessary to demonstrate the scope of this Agreement extends to such customers, suppliers, and/or distributors. Furthermore, either Party may, subject to a non-disclosure agreement, disclose this Agreement to third parties in connection with business discussions or in connection with any merger or acquisition proposed or discussions that may lead to such proposal, in each case, for which such Party reasonably deems such disclosure to be necessary. However, in no instance, may TOSHIBA or its Affiliates disclose the Payment amount set forth in Section 4.1 above without Andrea's express prior written consent.

10.2. Disclosure Related to Legal Process. Notwithstanding Section 10.1, a Party may produce this Agreement in response to a subpoena, discovery request, or court order, provided such Party produces this Agreement under a "Highly Confidential-Outside Counsel's Eyes Only" designation or similar designation or otherwise makes provisions to protect the confidentiality of this Agreement. The disclosing Party shall notify the other Party as soon as practicable after a disclosure request made pursuant to subpoena, discovery request, or court order. Notwithstanding the foregoing, the Parties agree that the Payment amount set forth in Section 4.1 shall not be disclosed to any Respondent or Intervenor in the ITC Investigation, so long as the ITC Investigation is pending, without the other Party's express prior written consent.

SECTION 11 MISCELLANEOUS

11.1. Counterparts. This Agreement may be executed in counterparts in the English language and each executed document shall be deemed an original thereof.

11.2. Entire Agreement; Construction. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto.

11.3. Modification. No variation or modification of the terms of this Agreement or any waiver of any of the terms or provisions hereof shall be valid unless in writing and signed by an authorized representative of each of the Parties.

11.4. Severability; Interpretation. This Agreement is subject to the restrictions, limitations, terms, and conditions of all applicable governmental regulations, approvals, and clearances. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any respect for any reason, that invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein, and instead had been included in such manner as to lawfully effectuate the intent of such term or provision. The Parties acknowledge that each Party was represented by legal counsel in connection with this Agreement and that each of them and its counsel have

reviewed this Agreement, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any applicable amendments or any exhibits.

11.5. Remedies. In the event of a breach of this Agreement, in addition to the right to enforce its rights under this Agreement, each Party shall retain any and all rights and/or remedies, at law or in equity.

11.6. Waiver. Failure by either Party to enforce any rights under this Agreement for any length of time shall not be construed as a waiver of such rights, nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11.7. No Third Party Beneficiaries. The Parties do not intend to create any rights in third persons and the Parties agree that there are no third party beneficiaries to this Agreement except those explicitly identified in Sections 3.1, 3.2, 3.5, and 3.6. Only the Parties to this Agreement or the Parties' Affiliates may enforce this Agreement, claim any right to benefit from this Agreement, or rely upon the existence of this Agreement for its benefit.

11.8. Agency. Nothing in this Agreement shall be construed to constitute the Parties as partners or participating in a joint venture or constitute either Party as agent of the other.

11.9. No Admission. The Parties agree that this Agreement and anything contained herein shall not constitute an admission by TOSHIBA, TAIS, or their respective Affiliates of infringement, validity, or enforceability of any of the Asserted Patents.

11.10. No Costs. The Parties agree that they shall bear their own costs and attorneys' fees relating to or arising from the negotiation and performance of this Agreement.


11.11. No Other Obligations. Neither Party shall have any other responsibilities or obligations in connection with actions to enforce, maintain, or defend the Asserted Patents.

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Execution Version

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers effective on the Effective Date.

Andrea Electronics Corporation

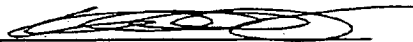
By: 

Name: Douglas Andrea

Title: CEO

Date: March 15, 2016

Toshiba Corporation

By: 

Name: Kiyofumi Kakudo

Title: President and CEO of Personal & Client Solutions Company

Date: March 15, 2016

APPENDIX A

Pat. No.	App. No.	Title	Filing Date	Issue Date
5,825,898	08/672,899	System and method for adaptive interference cancelling	27-Jun-1996	20-Oct-1998
6,049,607	09/157,035	Interference canceling method and apparatus	18-Sep-1998	11-Apr-2000
6,108,415	08/953,021	Noise cancelling improvement to a communications device	17-Oct-1997	22-Aug-2000
6,178,248	08/840,159	Dual-processing interference cancelling system and method	14-Apr-1997	23-Jan-2001
6,198,693	09/059,503	System and method for finding the direction of a wave source using an array of sensors	13-Apr-1998	06-Mar-2001
6,332,028	09/055,709	Dual-processing interference cancelling system and method	07-Apr-1998	18-Dec-2001
6,363,345	09/252,874	System, method and apparatus for cancelling noise	18-Feb-1999	26-Mar-2002
6,377,637	09/614,875	Sub-band exponential smoothing noise canceling system	12-Jul-2000	23-Apr-2002
6,483,923	09/130,923	System and method for adaptive interference cancelling	06-Aug-1998	19-Nov-2002

Pat No	App. No.	Title	Filing Date	Issue Date
6,594,367	09/427,410	Super directional beamforming design and implementation	25-Oct-1999	15-Jul-2003
7,319,762	11/482,351	Headset with flashing light emitting diodes	05-Jul-2006	15-Jan-2008
8,150,054	12/332,959	Adaptive filter in a sensor array system	11-Dec-2008	03-Apr-2012
8,542,843	12/429,623	Headset with integrated stereo array microphone	24-Apr-2009	24-Sep-2013
8,767,973	13/291,565	Adaptive filter in a sensory array system	8-Nov-2011	1-Jul-2014
8,818,000	12/916,470	System, device, and method utilizing an integrated stereo array microphone	29-Oct-2010	26-Aug-2014
	14/319,707	Steerable sensor array system with video input	30-Jun-2014	
	14/463,018	System, device, and method utilizing an integrated stereo array microphone	19-Aug-2014	

APPENDIX B

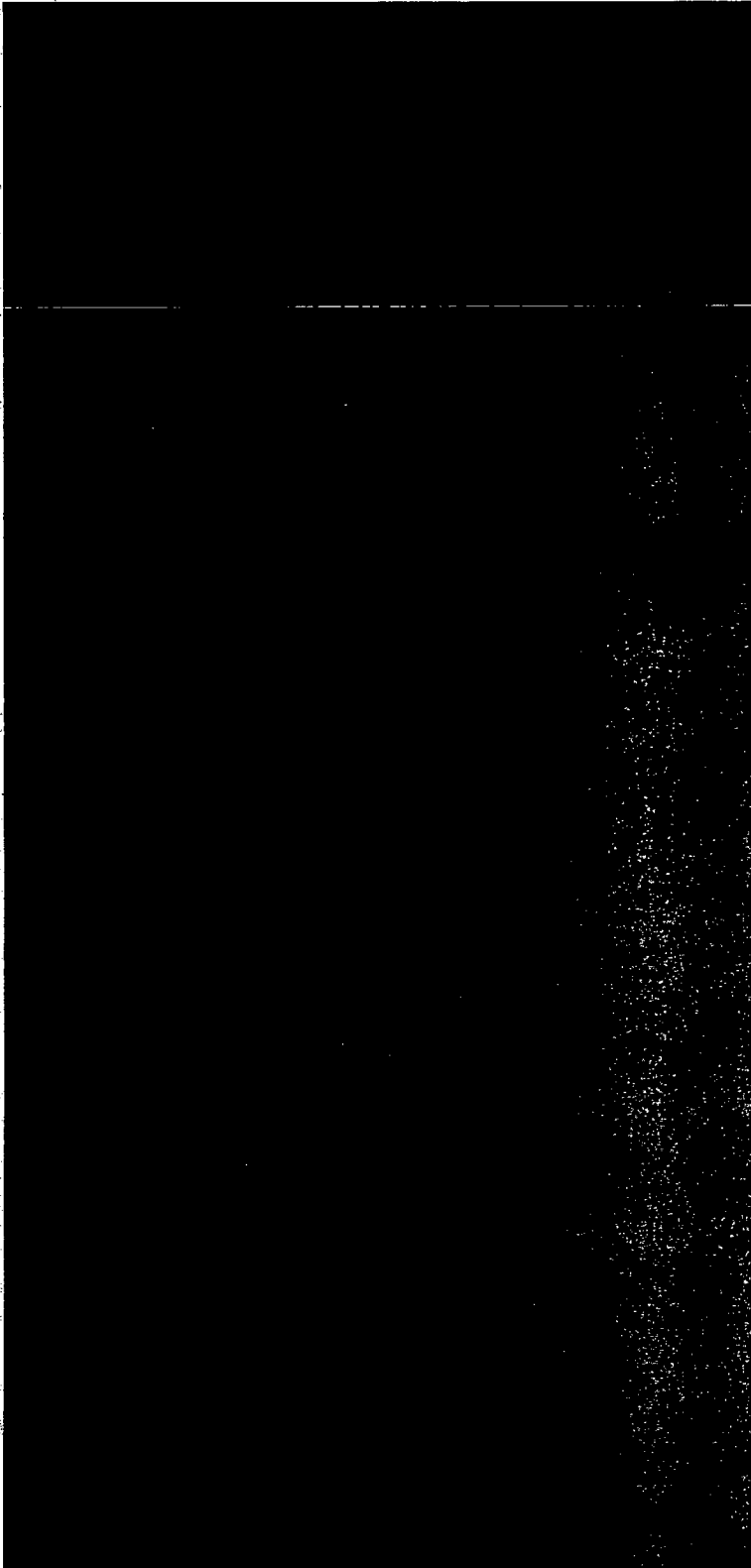




EXHIBIT B2

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

ANDREA ELECTRONICS CORPORATION,

Plaintiff,

v.

TOSHIBA CORPORATION, et al.,

Defendants.

CIVIL ACTION

NOS. 2:14-cv-04492 and

2:15-cv-00211

STIPULATION TO DISMISS WITH PREJUDICE

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff Andrea Electronics Corp. ("Andrea") and Defendants Toshiba Corporation and Toshiba America Information Systems, Inc. (together, "Toshiba"), by and through their counsel of record and pursuant to the terms of a confidential agreement by and between them, hereby stipulate and agree that:

(1) All claims and counterclaims between Andrea and Toshiba shall be dismissed with prejudice; and

(2) All costs and expenses relating to the claims between Andrea and Toshiba in these litigations (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

A proposed Order accompanies this motion.

Dated:

/s/ _____

Goutam Patnaik
Tuhin Ganguly
David J. Shaw
Kelly E. Rose
Pepper Hamilton LLP
Hamilton Square
600 Fourteenth Street, N.W.
Washington, DC 20005 2004
Tel: (202) 220-1200
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William D. Belanger
Frank D. Liu
Gwendolyn E. Tawresey
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19th Floor, High Street Tower
125 High Street
Boston, MA 02110 2736
Tel: (617) 204-5100
Fax: (617) 204-5150

***Counsel for Complainant
Andrea Electronics Corp.***

/s/ _____

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Jared Schuettenhelm
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Houston, Texas 77002
Tel: (713) 221-1116
Fax: (713) 437-5383

***Counsel for Respondents Toshiba
Corporation and Toshiba America
Information Systems, Inc.***

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

ANDREA ELECTRONICS CORPORATION,

Plaintiff,

v.

TOSHIBA CORPORATION, et al.,

Defendants.

CIVIL ACTION

NOS. 2:14-cv-04492 and

2:15-cv-00211

[PROPOSED] ORDER DISMISSING ALL CLAIMS WITH PREJUDICE

Before the Court is Plaintiff Andrea Electronics Corp.'s ("Andrea's") and Defendants Toshiba Corporation and Toshiba America Information Systems, Inc. (together "Toshiba") Stipulation to Dismiss With Prejudice. The Court finds that dismissal with prejudice should be GRANTED, and orders as follows:

All claims and counterclaims between Andrea and Toshiba in these litigations shall be dismissed with prejudice.

All costs and expenses relating to the claims between Andrea and Toshiba in these litigations (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

IT IS SO ORDERED.

**IN THE MATTER OF CERTAIN AUDIO PROCESSING
HARDWARE AND SOFTWARE PRODUCTS CONTAINING
SAME**

337-TA-949

CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **PUBLIC INITIAL DETERMINATION ORDER NO. 39** has been served upon the **Commission Investigative Attorney, Lisa Murray, Esq.**, and the following parties as indicated on MAR 18 2016.



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112A
Washington, DC 20436

FOR COMPLAINANTS ANDREA ELECTRONICS CORP.:

Goutam Patnaik, Esq.
PEPPER HAMILTON LLP
600 Fourteenth Street, NW
Washington, DC 20005

() Via Hand Delivery
() Via Express Delivery
(X) Via First Class Mail
() Other: _____

FOR RESPONDENT ACER INC. & ACER AMERICA CORPORATION:

Craig Kaufman, Esq.
TECHKNOWLEDGE LAW GROUP LLP
100 Marine Parkway, Suite 200
Redwood Shores, CA 94065

() Via Hand Delivery
() Via Express Delivery
(X) Via First Class Mail
() Other: _____

FOR RESPONDENT DELL INC.

Scott Denko, Esq.
DENKO COBURN LAUFF LLP
3811 Bee Caves Road, Suite 204
Austin, TX 78746

() Via Hand Delivery
() Via Express Delivery
(X) Via First Class Mail
() Other: _____

FOR RESPONDENT HEWLETT PACKARD CO.

Eric S. Namrow, Esq.
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue N.W.
Washington, DC 20004

() Via Hand Delivery
() Via Express Delivery
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() Other: _____

**IN THE MATTER OF CERTAIN AUDIO PROCESSING
HARDWARE AND SOFTWARE PRODUCTS CONTAINING
SAME**

337-TA-949

FOR RESPONDENTS LENOVO HOLDING CO., INC. & LENOVO (United States) INC.

Fred Williams, Esq.

AKIN GUMP STRAUSS HAUER & FELD LLP

600 Congress Avenue , Suite 1350

Austin, TX 78701

☐ Via Hand Delivery

☐ Via Express Delivery

☒ Via First Class Mail

☐ Other: _____

**FOR RESPONDENTS TOSHIBA CORPORATION & TOSHIBA AMERICA
INFORMATION SYSTEMS, INC.**

Douglas F. Stewart, Esq.

BRACEWELL & GIULIANI LLP

701 Fifth Avenue, Suite 6200

Seattle, WA 98104

☐ Via Hand Delivery

☐ Via Express Delivery

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**FOR RESPONDENT REALTEK SEMICONDUCTOR CORP., ASUSTeK COMPUTER
INC. & ASUS COMPUTER INTERNATIONAL**

Li Chen, Esq.

CHEN MALIN LLP

1700 Pacific Avenue, Suite 2400

Dallas, TX 75201

☐ Via Hand Delivery

☐ Via Express Delivery

☒ Via First Class Mail

☐ Other: _____

FOR NON-PARTY CONEXANT SYSTEMS, INC.

James B. Altman, Esq.

FOSTER, MURPHY, ALTMAN & NICKEL, PC

1899 L Street NW, Suite 1150

Washington, DC 20036

☐ Via Hand Delivery

☐ Via Express Delivery

☒ Via First Class Mail

☐ Other: _____

FOR NON-PARTY WAVES AUDIO LTD.

J. Scott Denko, Esq.

DENKO COBURN LAUFF LLP

3811 Bee Caves Road, Suite 204

Austin, TX 78746

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☐ Via Express Delivery

☒ Via First Class Mail

☐ Other: _____